



VENDOR AGREEMENT

THIS VENDOR AGREEMENT ("Agreement") is made and entered into as of this (DATE) _____, by and between 24-7 Ride ("The COMPANY") and _____ ("VENDOR").

1. **Work and/or Services to be Provided**

All goods and/or services provided hereunder shall in all respects comply with the description of services as outlined in the "**Scope of Work and Payment Schedule**", labeled **Exhibit A**, which is attached to and incorporated herein.

2. **Term of Agreement**

The services which are being procured hereunder shall be effective from this point forward upon execution of this agreement and shall remain enforce until agreement is terminated.

3. **Compensation and Payment**

COMPANY shall compensate VENDOR for all completed services pursuant to this agreement as per terms of the attached Payment Schedule and based on all applicable items listed in this agreement in reference to what is considered a completed and non-completed run.

4. **Termination**

COMPANY reserves the right to stop its relationship with the vendor at any given time with or without any reason

It is understood and agreed, however, in the event that COMPANY has evidence that VENDOR is in default upon any of its obligations hereunder, COMPANY shall be entitled to either suspend the agreement until an acceptable remedy is established, or to terminate the agreement. COMPANY shall also be entitled to pursue any rights or remedies which COMPANY may have against VENDOR by reason of such default and COMPANY may withhold any payments to VENDOR for the purpose of holding a reserve until such time as the exact amount of damages may be determined.

VENDOR reserves the rights to stop its relationship with COMPANY at any given time with or without any reason, however notice must be given in writing and VENDOR is to receive a written acknowledgement by COMPANY that the notice has been received. VENDOR is still responsible to follow through and complete all its outstanding runs that were already assigned to the vendor and are yet to be completed by the VENDOR even after COMPANY has acknowledged VENDOR's seize in relationship notification. If VENDOR fails to follow through with these conditions and complete its outstanding assigned runs, VENDOR understand and agrees that the full fare value of each run will be deducted from the vendors commissions and are considered debt to COMPANY.

5. Acceptance of Liability

VENDOR and all its principals accept full liability for any losses that COMPANY sustains as a result of VENDOR's actions or non-compliance such as but not limited to VENDOR allowing non-approved driver/vehicle to service our clients.

6. Liability

The Company shall not be responsible for any costs incurred by the Vendor, including, without limitation, any and all fees and expenses.

EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS

7. Indemnification

The Vendor agrees to indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Vendor's services under this Agreement. This provision shall survive the duration of this Agreement.

The Vendor agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Vendor's services under this Agreement, unless expressly stated otherwise by the Company, in writing.

8. Assignment of VENDOR's Obligations

VENDOR shall not assign its obligation to provide goods or services under this procurement agreement without prior written consent of the COMPANY.

9. Status of Parties

The nature of the relationship which the VENDOR shall have to the COMPANY pursuant to this Agreement shall be that of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

The Vendor shall have no authority to act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner. The Vendor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Company.

In connection with its status as an independent contractor, VENDOR hereby warrants that it is in compliance with all tax filing and similar requirements imposed on independent contractors, and acknowledges that it is solely responsible for paying income taxes, FICA taxes, and other taxes and assessments which arise from receipt of payments under this Agreement. This Agreement

shall not be construed to contain any authority either express or implied, enabling the VENDOR to incur any expenses, or perform any act outside the scope of this agreement, on behalf of the COMPANY.

10. Non-Exclusive Vendor Acknowledgement

COMPANY is not interested in an exclusive vendor relationship. Should the COMPANY become aware that a vendor is solely dependent on the COMPANY and therefore the COMPANY is VENDOR's only source of income, or VENDOR does not promote and advertise itself or accept business from any other source such as prospective clients or other vendors, the COMPANY will end its relationship with VENDOR.

11. Insurance

VENDOR shall purchase and maintain throughout the term of this agreement, insurance of the types and in the amounts specified in this section as required, but not limited to, the PUC, the State of California, and any other federal or state agencies as required for the transportation industry and as further outlined in **Exhibit A**. All such insurance shall be evidenced by Certificates of Insurance and provided to COMPANY. These Certificates shall be endorsed to cover the COMPANY as additional insured.

Insurances include (and further detailed in **Exhibit A**):

- Workers compensation insurance for all employees of VENDOR engaged in performing this agreement, as required by applicable laws of the State where services are performed and as further outlined in **Exhibit A**.
- Commercial Automobile Liability Insurance as further outlined in **Exhibit A**.

12. Vendor Representations and Warranties.

Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Vendor makes the following representations and warranties.

- That he or she is fully authorized and empowered to enter into this Agreement, and that his or her performance of the obligations under this Agreement will not violate any agreement between the Contractor and any other person, firm or organization or any law or governmental regulation.
- That he or she is more than eighteen (18) years of age and not otherwise incapacitated at the time of the Agreement.
- That he or she will bear all expenses incurred in the performance of this Agreement.

13. Warranty of Originality

VENDOR warrants that all material produced by VENDOR and delivered to COMPANY in furtherance of services described hereunder is owned solely and legally by the Vendor, that it contains no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others. Vendor will indemnify and hold harmless the COMPANY from any costs, expenses and damages resulting from any breach of this warranty.

The Vendor grants the Company a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any Content in connection with the services described hereunder.

Any materials developed by the Company, making use of Content, remains the sole property of the Company subject to all applicable laws and/or statutes.

14. Confidentiality/Proprietary Information

In the course of carrying out this agreement, COMPANY may share confidential information. VENDOR agrees that these materials shall not be utilized for purposes other than those specified in *Exhibit A*, and shall be returned to the COMPANY upon completion of this agreement.

15. Governing Law

This agreement and any disputes relating thereto shall be construed under the laws of the State of California or the State in which services are provided, if other than California.

16. Compliance with Laws and Regulations

In addition to the terms and conditions relating to laws, rules and regulations which are referenced in *Exhibit A*, VENDOR agrees to comply with the following provisions:

In the performance of the work authorized pursuant to this agreement, VENDOR agrees to comply with all applicable laws and regulations, as well as policies applicable to VENDOR's performance hereunder, and the express terms of COMPANY's agreement with VENDOR, which shall be deemed to be inserted herein, and this agreement shall be read and enforced between the parties as though all such provisions were included verbatim herein.

17. Modifications and Changes

This agreement may not be changed, amended, modified, or extended, by either party without prior written agreement. Company reserves its right to terminate this agreement at anytime.

18. Severability

In the event that any provision in this Agreement, or its application to any person or circumstance, is held invalid, illegal or unenforceable by a court of law or other body with legal effect, the remaining provisions of this Agreement, and such provisions as applied to all other persons and circumstances, shall remain valid and legally enforceable to the fullest extent permitted by law, as to give effect, insofar as is possible, to the original intent of the parties

19. Entire Agreement

This agreement represents and embodies all the agreements and negotiations between the parties hereto and no prior or contemporaneous, oral, or written agreements or correspondence prior to the date of execution of this agreement shall be held to vary the provisions hereof.

20. Order of Precedence

In the event of any inconsistency between clauses 1-17 of this agreement and the scope of work, if attached, the inconsistency should be resolved by giving precedence to clauses 1-17.

THIS AGREEMENT is executed by the parties hereto as evidence of their agreement to the terms and conditions as referenced above and the provisions of any exhibits which are incorporated into said Agreement.

24-7 Ride

VENDOR NAME

By _____
Dary Jahromi
President

By _____
Full Name

Date _____

Date _____

Exhibit A: Scope of Work and Payment Schedule

I. Scope of Relationship

24-7 RIDE is looking to establish a mutually beneficial and a professional relationship with its Vendors by inviting them to extend their services as a vendor to 24-7 RIDE in exchange for a monetary gain and the opportunity to grow and expand their existing fleet.

II. Terms/Definitions

Run/Transfer/Trip/leg – A reservation/booking that requires a person or a group of people to be transported between two or more locations. Each reservation could consist of multiple pickups and drop off as long as it is under the direction of the same chartering party.

Round trip – Where there are two separate reservations made for the client, one for taking them to their destination and one for bringing them back from their destination.

Assigned Run – Once 24-7 RIDE assigned Vendor its run/runs where the pickup time fall within the vendor's agreed to available daily/weekly times via text, email or their VMDT app, it is considered runs assigned and it becomes vendor's responsibility to complete these runs.

Vendor understands that 24-7 RIDE is not obligated to contact the vendor via telephone calls to confirm the receipt of these runs.

If vendor bids on a run and assigns itself a run using 24-7 RIDE VMDT system, it is considered assigned regardless of the pre agreed to vendor's available time.

Rejecting assigned Runs – Vendor can reject assigned runs due to following situations (Proof must be provided);

1. Vehicle safety/mechanical failure
2. Driver illness
3. Vehicle accidents
4. PUC license suspension
5. Commercial Insurance suspension
6. Workers comp Insurance suspensions (if any)

Vendor is to receive written acknowledgement or have their run un-assigned by dispatch via their VMDT. Otherwise they will be considered assigned and remain vendor's responsibility to complete. If vendor fails to complete these runs due to reasons other than what is mentioned above, vendor agrees that 24-7 RIDE will deduct the full fair for each incomplete run and any return booking fare that was cancelled due to vendor's failure to complete their first leg of the trip.

Refusing to receive more runs - Vendors can refuse to receive more runs or alter their availability as long as a 48 hour advance notification is given to 24-7 RIDE's management in writing via text, e-mail or a phone call (Must reach a person live and receive a written acknowledgement form 24-7 RIDE via text or an e-mail prior to runs assigned), otherwise runs will be considered assigned and vendors responsibility.

VMDT – Virtual Mobil Dispatch Technology – This is an application that will be downloaded to your handheld device allowing communication, transfer of information and dispatching runs to the vendors.

Completed Run – 24-7 Ride considers a run complete once the following conditions are met by the vendor:

1. Show up early or at the latest arrive on time
2. Passenger safely “transported” to their final destination
3. Well maintained, clean and mechanically sound vehicle
4. Provide a professional and courteous service and to be professionally attired.
5. Load and unload passenger’s luggage.
6. Report run as completed once the passenger has been dropped off via VMDT app.

In-Complete Run – Should 24-7 RIDE become aware of any of the following situations, the run/runs will be considered incomplete and non-compensable, even if the passenger was transported:

1. Customer complains about the driver unsafe driving.
2. Driver not being professional or courteous.
3. Driver not being professionally attired.
4. Driver not helping with the luggage.
5. Customer complains about vehicle being dirty.
6. Driver was late without any valid reason
7. Customer no-show. Even if the driver was on-time at the pickup location.

8. Customer complains that vehicle smelled like Cigarette smoke.

9. Driver odor, either due to bad hygiene or excessive Cologne or perfume.

Missed Run – If for any reason passengers are not transported due to vendor’s fault, is considered a missed run. Vendor agrees that 24-7 RIDE will deduct the full fair for each incomplete run and any return booking fare that was cancelled in result of missed run.

Exceptions, under the following circumstances vendor are not held responsible for missed run;

1. Vehicle mechanical failure - Photo stamped time via cell phone and text to our management at the time of the incident must be provided.
2. Driver physical and health issue that will impair one from driving. (Physicians proof is required)
3. Dispatch was notified immediately (Must reach management live) unless it is during our off hours where customer was contacted by the driver to inform them of the situation. – Proof that client was notified via text or a phone record is required.

No Show – When the vendor shows up at the pickup location on-time and the passenger never shows up, is considered a “No-Show”.

Run-Report – This report indicates the total number of runs completed by the vendor during a two week period. It will show the commission percentages, base fare/commission fare, tips, pickup date & time, number of passengers, etc. This allows for the vendor to see and track all the services they performed for 24-7 RIDE and how their commissions were calculated and totaled.

Private Service/Ride – TCP - charters a vehicle, on a prearranged basis, for the exclusive use of an individual or group. Charges are based on mileage or time of use, or a combination of both. Also falling under the TCP category are round-trip sightseeing services, and certain specialized services not offered to the general public, such as transportation incidental to another business and transportation under contract to a governmental agency, an industrial or business firm, or a private school.

Ride Share Service – (Not offered by 24-7 RIDE) where a vendor is licensed to pick up multiple passengers and charge each passenger a fare separately and drop them off at the same or different locations. 24-7 RIDE is not licensed to provide this service nor does it permit its vendors to render this service to its clients even if the vendor is licensed and authorized by the state and PUC to do so. All 24-7 Ride passengers are booked for a private service and are only to receive private service.

Base fare/Commission Fare: This is the fare that 24-7 RIDE charges its clients where vendor's commissions are calculated off of.

III. Insurance Requirements

Commercial Auto Liability Insurance Policy – Vendor agrees to carry and maintain an active Commercial Auto Liability Insurance Policy that meets all CPUC/TCP requirements on all its vehicles that are intended to be used to service 24-7 RIDE's clients.

Certificate of Commercial Auto Liability Insurance Policy - The Vendor is to add **24-7 RIDE** as an "additional certificate holder" or "Additional Insured" and request for a "Waiver of subrogation" to their current Commercial Auto Liability Insurance Policy using the following name and address:

24-7 RIDE
2913 El Camino Real #443
Tustin, CA 92782

Workers Compensation Insurance - 24-7 RIDE requires all vendors that have drivers that will be servicing 24-7 RIDE's passengers to carry workers compensation insurance policy to protect their employees.

Certificate of Workers Compensation Insurance - The Vendor is to add **24-7 RIDE** as an "additional certificate holder" and request for a "Waiver of subrogation" to their current workers compensation insurance policy using the following name and address:

24-7 RIDE
2913 El Camino Real #443
Tustin, CA 92782

IV. Vendor/Driver Requirements

Photo – All vendor drivers that will be providing service for 24-7 RIDE must provide us with a:

- 1) Photo ID
- 2) Current close-up photo

This is for security purposes to easily ID the driver in case of any incident between driver and 24-7 RIDE client.

Uniform - Solid White business shirt with black tie and black pants.

GPS – Vendor understands and agrees that Drivers locations are monitored via their hand held devices. 24-7 RIDE uses this information solely for aid in its dispatching, confirming driver's location and its proximity to the client pickup location and help assist in case of any future disputes by the clients regarding the waiting charges, late pickups or even in some cases where clients claim service was never rendered, etc.

V. Vendors' Availability

It is the vendor's responsibility to notify 24-7 RIDE of which days and hours of the week vendor is willing to accept runs from 24-7 RIDE.

Example 1) Vendor is willing to accept runs one day a week:

- Saturday - 7:00 am - 12:00 pm

Example 2) Vendor is willing to accept runs 4 days a week:

- Monday - 3 am – 9:00 am
- Wednesday – 3:00 pm – 11:00 pm
- Thursday – 9:00 am – 1:00 pm
- Sunday – 1:00 am – 10:00 pm

As you can see in the example above, 24-7 RIDE accepts and is willing to work with any combination of days that the vendor is willing to accept runs from 24-7 RIDE.

24-7 RIDE will assign runs to vendor as long as the pickup times fall within the vendor agreed to available days and times.

Vendor can change their availability at any given time prior to any runs assigned.

VI. Run Assignments

24-7 RIDE distributes its runs in two ways:

- 1) Bidding option system via VMDT. Where 24-7 RIDE makes its runs available for vendors to bid on via their hand held devices.
- 2) Run Assignment. Where 24-7 RIDE assigns its runs to a particular vendor based on the vendor's pre-established available days and times to accept runs from 24-7 RIDE.

VII. Payment

24-7 Ride will compensate vendor only on runs that have been "completed" by vendor.

Exception: In the situations where vendor experiences a no-show and it was confirmed by 24-7 RIDE management that it was in fact due to Dispatch error, e.g. *customer cancelled or rescheduled but driver was never notified*, 24-7 RIDE will compensate vendor. This will be addressed on case by case bases where 24-7 RIDE will decide what the fare amount should be based on the miles, gas and time invested by the vendor on that particular run.

VIII. Commission Structure

Commission Calculations – Vendor are paid a percentage of the following charges for each service type (Vehicle Type) they offer. Except, Gratuity/Tips and Toll roads which are paid at 100% rate to

the vendor, provided that Vendor reports these added fees and for 24-7 RIDE to be able to successfully charge these fees to the clients credit card and verify the charges with the clients.

- Base fare, also referred to as Commission fare
- Waiting charges
- Extra stop charges
- Pet charges
- Tips – 100% of the tip goes to vendor
- Toll-Roads – 100% goes to vendor

Dispatch Error – In the situations where vendor experiences a no-show and it was due to Dispatch error, e.g. customer cancelled or rescheduled but driver was never notified, 24-7 RIDE will compensate driver for its gas and time. This will be addressed on case by case bases where 24-7 RIDE will decide what the fare amount should be based on the miles, gas and time invested by the vendor on that particular run.

Commission % per service type:

50% Van/Minivans

50% SUVs

50% Luxury Sedans

50% Limos

50% Busses

\$ 50 Admin fee is to be subtracted from the Vendor's commissions every two weeks

IX. Deductions/Penalties

Missed Run – If for any reason passengers are not transported due to vendor's fault, is considered a missed run. Vendor agrees that 24-7 RIDE will deduct the full fair for each incomplete run and any return booking fare that was cancelled in result of the missed run.

Exceptions, under the following circumstances vendors are not held responsible for missed run;

1. Vehicle mechanical failure - Photo stamped time via cell phone and text to our management at the time of the incident must be provided.
2. Driver physical and health issue that will impair one from driving. (Physicians proof is required)
3. Dispatch was notified immediately (Must reach management live) unless it is during our off hours where and customer was contacted by the driver to inform them of the situation. – Proof that client was notified via text or a phone record at the time of the incident is required.
4. If any of your assigned runs are scheduled to close to each other, it is you responsibility to notify us immediately. It is dispatch duty to either relive you from that run or authorize you to continue even if you are going to be late. This way you will not be responsible for being late or held accountable for a missed run. However if you failed to notify Dispatch in a timely fashion to allow us enough time to send another vendor, you will be responsible.

Late runs – If you are not early or on-time, you are considered late. Commission will not be paid even if you end up transporting the passenger. If you chose not to transport the passenger because you know you will not be getting paid the commission on the late run, then “missed Run” conditions will apply to you. Please refer to “missed run” above.

Exceptions - under the following circumstances vendors are not held responsible for missed run;

1. Vehicle mechanical failure - Photo stamped time via cell phone and text to our management at the time of the incident must be provided.
2. Driver physical and health issue that will impair one from driving. (Physicians proof is required)
3. Dispatch was notified immediately (Must reach management live) unless it is during our off hours where and customer was contacted by the driver to inform them of the situation. – Proof that client was notified via text or a phone record at the time of the incident is required.
4. If any of your assigned runs are scheduled to close to each other, it is your responsibility to notify us immediately. It is dispatch duty to either relieve you from that run or authorize you to continue even if you are going to be late. This way you will not be responsible for being late or held accountable for a missed run. However if you failed to notify Dispatch in a timely fashion to allow us enough time to send another vendor, you will be responsible.

Note: Alarm clock not going off is not considered a valid excuse.

Late Run Notification – You must immediately notify dispatch via the VMDT app or call if your app is down, to let us know you will be late so we can contact the client to avoid customer service issues. If dispatch is closed, you are to contact client directly to update them on your arrival time. If you failed to notify us and we find out through client that you were late and you never notified us, you will be charged for the full fare on that reservation.

If there is any occasion that a pickup time changes or is delayed, or missed flight, etc. in which the customer communicates to driver; the driver must tell the client to relay that information to dispatch and get a confirmation for their change request.

False Reporting of Runs – Vendor is not to report any run as completed unless the passenger were transported to their destination. If vendor reports a run as complete when passengers were never transported, vendor understands and agrees to a \$300.00 penalty for each false reporting.

Unauthorized Driver – 24-7 RIDE does not authorize vendor to provide service for any of 24-7 RIDE's clients by drivers that are not legally employed by the vendor in compliance with the state and federal law. If 24-7 RIDE discovers that vendor failed to comply with this condition, vendor agrees to:

- 1) \$1000.00 penalty for each incident
- 2) 24-7 RIDE will immediately cease its relationship with the vendor
- 3) Final commission check will be held for 30 days to allow for further investigation on auditing their previous performed runs to insure they were completed by legally hired employees of the vendor.

Workers Compensation Policy – 24-7 RIDE does not authorize vendor to have any of its employees to transport 24-7 RIDE's passengers without first meeting the following requirements:

- 1) Submit Proof of active workers compensation insurance policy
- 2) Waiver of subrogation

- 3) Receive a written confirmation by 24-7 RIDE that all of the items above have been received and accepted.

If 24-7 RIDE discovers that vendor failed to comply with this condition, vendor agrees to:

- 1) \$1000.00 penalty for each incident
- 2) 24-7 RIDE will immediately cease its relationship with the vendor
- 3) Final commission check will be held for 30 days to allow for further investigation on other jobs performed by the vendor that were not under the compliance with the above conditions.

Commercial Auto Liability Insurance – In addition to the above workers compensation policy conditions, 24-7 RIDE requires vendor to carry and keep active a commercial auto liability insurance policy that meets CPUC/TCP guidelines and limitation for periods where vendor is to provide service to 24-7 RIDE clients. The following is needed:

- 1) Submit proof of active commercial auto insurance policy
- 2) 24-7 RIDE to be listed as an “Additional Certificate Holder” or “Additional Insured”
- 3) Receive a written confirmation by 24-7 RIDE that all of the items above have been received and accepted.

If 24-7 RIDE discovers that vendor failed to comply with this condition, vendor agrees to:

- 1) \$1000.00 penalty for each incident
- 2) 24-7 RIDE will immediately cease its relationship with the vendor
- 3) Final commission check will be held for 30 days to allow for further investigation on other jobs performed by the vendor that were not under the compliance with the above conditions.

Vehicles – Vendor must comply with the following conditions prior to operating any of its vehicles to service 24-7 RIDE’s clients:

- 1) Copy of vehicle registration – (Must be registered to the vendor’s business name or DBA)
- 2) Photo of the front right and ready left corner shot where the license plate and the whole vehicle appears clearly.
- 3) Proof that the vehicle has been added to you commercial auto insurance policy.
- 4) Vendor must receive a written authorization indicating that the vehicle is approved to service 24-7 RIDEs clients.

Should 24-7 RIDE discover that vendor failed to comply with these conditions and uses an unauthorized vehicle to service its clients, vendor agrees to:

- 1) \$1000.00 penalty for each vehicle incident
- 2) 24-7 RIDE will immediately cease its relationship with the vendor
- 3) Final commission check will be held for 30 days to allow for further investigation on other jobs performed by the vendor that were not under the compliance with the above conditions.

Farming Out – 24-7 RIDE does and will not permit vendor to farm-out any of 24-7 RIDE assigned run to any other vendor or service provider without first obtaining a written approval by 24-7 RIDE management.

Should 24-7 RIDE discover that vendor failed to comply with this condition, vendor agrees to:

- 1) \$1000.00 penalty for each Farm-out incident and accepts full responsibility for any losses as result of it.
- 2) 24-7 RIDE will immediately cease its relationship with the vendor
- 3) Final commission check will be held for 30 days to allow for further investigation on other jobs performed by the vendor that were not under the compliance with the above conditions.

Misrepresentation – You are not to disclose nor represent your company name when dealing or servicing any of 24-7 RIDE clients. You are not to give any document that shows you company name or contact information, e.g. “waybill” or “Receipts” However if the client inquires about your relationship with 24-7 RIDE, you may say the truth by stating “we are a third party vendor that provide service for 24-7 ride” If client ask what is the name of your company? You response should be “Unfortunately our agreement with 24-7 RIDE does not allow us to disclose that information” The Vendor agrees to a fine up to \$5000 and 24-7 RIDE will prosecute to the full extent of the law should vendor fails to adhere to this condition.

Solicitation - At times the Vendor is provided with our clients address and phone numbers. Under no circumstances shall the Vendor use this information to solicit 24-7 RIDE clients in present or future. Should vendor fail to comply, vendor agrees to a fine up to \$5000. 24-7 RIDE will prosecute to the full extent of the law should vendor fails to adhere to this condition. (The exact amount is to be determined by 24-7 RIDE on case by case bases).

Incomplete Runs - If the Vendor fails to notify us of any missed run on the same day, 24-7 Ride will charge the Vendor \$500.00 penalty. (Must have proof of notification via e-mail, text or VMDT)

Should 24-7 RIDE become aware of any of the following situations, the run/runs will be considered incomplete and non-compensable, even if the passenger was transported:

1. Customer complains about the driver unsafe driving.
2. Driver not being professional or courteous.
3. Driver not being professionally attired.
4. Driver not helping with the luggage.
5. Customer complains about vehicle being dirty.
6. Driver was late without any valid reason
7. Customer no-show even if the driver was on-time at the pickup location.

8. Customer complains that vehicle smelled like Cigarette smoke.

9. Driver odor, either due to bad hygiene or excessive Cologne or perfume

Credit Card Disputes - We will do everything in our power to fight these disputes, but in case we lose the dispute we will subtract the commissions that were paid out to you on that reservation.

Claims & Losses – Should 24-7 RIDE sustains any financial losses that are determined to be as the result of vendors negligence, vendor agrees that these losses are considered valid debt owed to 24-7 RIDE and are due immediately.

X. Payment Schedule

Commission Period – Bi-weekly from Monday-12:00 a.m. through the following Sunday-11:59 p.m.

Payment Due Dates - Every other Friday

Electronically – Funds may be electronically wired directly to the vendor's bank account and should be available to them on that Friday. However, at times funds might be delayed for several business days due to accounting processing issues, holidays, not meeting check submission cut-off times, etc. Vendor agrees not to hold 24-7 RIDE responsible or claim any compensation should these types of delays occur.

Checks – Checks will be mailed to the Vendor by the end of the invoice period. It could take up to 5 business days for vendor to receive the check. 24-7 RIDE is not responsible for any delay that is caused by the postal service or holidays.

XI. Collections

Any monies that are owed to 24-7 RIDE by the Vendor are considered due immediately. 24-7 RIDE will first subtract all the monies from funds that are owed to the vendor first. If there are any outstanding balance that are still owed to 24-7 RIDE and are not paid immediately, 24-7 RIDE will attempt to collect through any legal means necessary and the Vendor accepts liability for all cost connected to that recovery.

Please initial next to each of the following statements that apply to you.

_____ **Book of business** – Vendor acknowledges that it has its own existing book of business and clients

_____ **Advertisement and promotion** – Vendor acknowledges that it has its own source of advertising and way to promote itself to potential clients and other vendors and furthermore agrees to continue to promote itself throughout its relationship with 24-7 RIDE.

_____ **Exclusive Vendor** - Vendor acknowledges, understands and commits not to be exclusively servicing 24-7 RIDE and that by doing so it will be a breach of this agreement and 24-7 RIDE will cease its relationship with that vendor.

Pre-Qualification Checklist

1. PUC –TCP – License & Insurance Verification

- TCP Number: Enter business name or TCP number here:
https://delaps1.cpuc.ca.gov/pls/public_cpuc/f?p=203:35:1332484107608801::NO:RP::
- TCP - Status
- Commercial Liability Insurance
- Workers compensation – Insurance – (Needed if Vendor have driver employees below)

2. Articles of Incorporation or Business License

3. Vendors Principles photo ID faxed, emailed or text Vehicles Photos - 4 shots needed

- Year/Make/Model
- Front right angel shot – complete vehicle must be visible
- Rear left angel shot - complete vehicle must be visible including the license plate
- Front interior shot
- Rear interior shot

4. Owner(s)/Managing Partner(s) – Must show proof of LLC-Form 12

5. # _____ Drivers/Employees

THIS AGREEMENT is being executed by the parties hereto as evidence of their agreement to the terms and conditions as referenced above, including the additional terms and conditions set forth in this addendum, and the provisions of any exhibits which are incorporated into said Agreement.

24-7 Ride

VENDOR NAME

By _____
Dary Jahromi
President

By _____
Full Name

Date _____

Date _____